

82385

re-record to add the tenants by the entirety clause

WARRANTY DEED

THIS INDENTURE, made and entered into this **18th** day of **October**, 2002, by and between **Five Star Homes, Inc.**, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, party of the first part, and **William M. Adams and Shirley A. Adams**, husband and wife, as tenants by the * parties of the second part, *entirety with the right of survivorship, and not as tenants in common,

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said parties of the second part the following described real estate, situated and being in the City of **Olive Branch**, County of **DeSoto**, State of **MS**.

Lot 189, Golf Villas of Crumpler Place PUD, Section 32, Township 1 South, Range 6 West, as shown on plat of record in Plat Book 65 Pages 38 thru 40, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being part of the same property conveyed to Grantor(s) herein as shown in Quit Claim Deed Book 360 Page 85 recorded in said Clerk's Office.

This conveyance is made subject to: Subdivision restrictions, building lines and easements of record as shown in Plat Book 56, Page 40 and in Plat Book 57, Page 1 and Plat Book 60, Page 24 and Plat Book 65, at Pages 38-40; Restrictive Covenants of record in the land deed records found in Book 348 at Page 308 as modified by amendment approved by the Mayor and Board of Alderman of the City of Olive Branch by order recorded in the land deed records found in Book 350 at Page 316; Declaration of Covenants of record in Book 283, Page 642; Restrictions contained in Reciprocal Easement Agreement recorded in Book 279, Page 318, as amended in Book 279, Page 343; Sewer Easement of record in Book 225, Page 269; Easement of record in Book 225, Page 267, as Modified by Partial Extinguishment of Easement in Book 331, Page 130; Ingress-egress easement of record in Book 286, Page 702; Ingress-egress easement of record in Book 297, Page 206; Declarations of Restrictions of record in Book 315, Page 624; Ingress/Egress Easement of record in Book 329, Page 302; Reciprocal Easement and Operation Agreement of record in Book 331, Page 132; Easement of record in Book 332, Page 14; all of the foregoing as recorded in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and further subject to an unrecorded easement dated March 30, 1998 between Alexander & Peoples, LLC, a Mississippi limited liability company and Desianna Properties, LLC; and further subject to subdivision, health department, zoning and other regulations in effect in DeSoto County, Mississippi, all in said Clerk's Office 2002 City of Olive Branch and 2002 DeSoto County Taxes not yet due and payable.

Parcel No. 1069-3221.0-00189.00

TO HAVE AND TO HOLD the aforesaid real estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said parties of the second part, their heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has good right to sell and convey the same; that the same is unencumbered, EXCEPT as setforth above, and that the title and quiet possession thereto it warrants and forever defends against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part the day and year first above written.

STATE MS - DESOTO CO.

STATE MS - DESOTO CO.

Five Star Homes, Inc.

Nov 14 12 53 PM '02

FEB 4 1 12 PM '03

BK 432 PG 210
W.E. DAVIS CH. CLK.

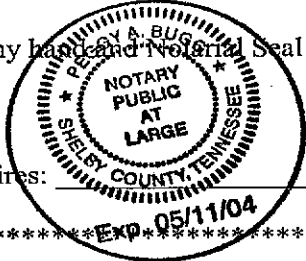
Wesley G. Thompson, President

BK 437 PG 195
W.E. DAVIS CH. CLK.

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned, Notary Public in and for said State and County, duly commissioned and qualified, personally appeared **Wesley G. Thompson** with whom I am personally acquainted, (or proven to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be **President** (or other officer authorized to execute the instrument) of **Five Star Homes, Inc.**, the within named bargainor, a corporation, and that he as such **President**, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as **President**.

WITNESS my hand and Notary Seal at office this 18th day of October, 2002



Perry A. Bugay
Notary Public

My commission expires: _____

*****EXP 05/11/04*****

Property address: **7323 Lauren Lane**
Olive Branch, MS 38654

Grantor's address **7464 Lauren Lane**
Olive Branch, MS 38654

Phone No.: **662-893-3599**

Phone No.: _____

Grantee's address **7323 Lauren Lane**
Olive Branch, MS 38654

Phone No.: **662-895-3145**

Phone No.: **662-895-3145**

Mail tax bills to, (Person or Agency responsible for payment of taxes)

William M. Adams
7323 Lauren Lane
Olive Branch, MS 38654

This instrument prepared by:

Memphis Title Company
6465 Quail Hollow - Suite 120
Memphis, TN 38120
(901) 754-2080

File No.: **82385**

Return to: **Memphis Title Company**
6465 Quail Hollow - Suite 300
Memphis, TN 38120
(901) 754-2080

(FOR RECORDING DATA ONLY)